

MEMORANDUM OF AGREEMENT

BETWEEN

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AND

CHARLOTTE COUNTY

FOR

SNAPPER CREEK STREAMBANK RESTORATION

FWC Agreement No. 24207

This Memorandum of Agreement (MOA) is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and Charlotte County, a political subdivision of the State of Florida, whose address is 18500 Murdock Circle, Port Charlotte, Florida 33948, hereinafter "County," collectively, "Parties".

The purpose of this Memorandum of Agreement is to establish an agreement between the parties to provide mutually beneficial support in their respective efforts to complete the project known as Snapper Creek Streambank Restoration

Section 1. RESPONSIBILITIES OF THE PARTIES

The parties hereby agree to accept and undertake the following responsibilities assigned to them under this Agreement:

A. RESPONSIBILITIES OF THE COMMISSION.

- A.1. Procure a contractor to remove invasive and nuisance native species from the streambank of Snapper Creek on County lands for a maximum of \$34,999.
- A.2. Procure a contractor to plant native trees along the streambank of Snapper Creek on County land for a minimum of \$15,000.

B. RESPONSIBILITIES OF THE COUNTY.

- B.1. Permit access to the project site through access roads and corridors of County lands agreed upon between their agents and the Commission project manager for Commission staff and contractors. Access will include any staff, vehicles, and equipment necessary to complete the project.
- B.2. Include the Commission's role in the project in any outreach activities for the public that share information about the project.

B.3. Maintain records of County staff time and other in-kind contributions to the project and provide these records to the Commission upon request.

B.4. Secure and maintain all required permits for the project.

B.5. After the Commission has fulfilled its obligation, the County shall be responsible for the maintenance and management of the site in its restored condition, subject always to the County's discretion.

Section 2. TERM OF THE AGREEMENT

It is understood and agreed that the relation established by this Agreement is meant to be for the benefit of both parties, and that this Agreement shall be effective on the date of execution by both parties and shall remain in effect until June 30, 2026, unless otherwise terminated, suspended or modified in writing by an appropriate amendment executed by both parties.

Section 3. TERMINATION

Either party may terminate this Agreement by giving written notice to the other party specifying the termination date, by certified mail, return receipt requested, at least 30 days prior to the termination date specified in the notice.

Section 4. NOTICES

All notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

COMMISSION CONTACT INFORMATION:

Jamie Wolanin
Fisheries and Wildlife Biological Scientist III
Charlotte Harbor Field Laboratory
585 Prineville Street
Port Charlotte, FL 33954
(941) 740-7536
Jamie.Wolanin@MyFWC.com

COUNTY CONTACT INFORMATION:

Brandon Moody
Water Quality Manager
18500 Murdock Circle
Port Charlotte, FL 33948
(941) 743-1354
Brandon.Moody@CharlotteCountyFL.gov

Section 5. PUBLIC RECORDS

All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the parties.

Section 6. LIABILITY

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either party of sovereign immunity or statutory limitations on liability, including but not limited to sovereign immunity of the State of Florida beyond the waiver provided for in section 768.28, F.S., as amended.

Section 7. STATE REQUIRED CLAUSES.

- A. Non-discrimination. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
- B. Prohibition of Discriminatory Vendors. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- C. Public Entity Crimes. In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
- D. Legislative appropriation. For contracts whose term extends beyond the State fiscal year in which encumbered funds were appropriated, the State of Florida's performance is contingent upon an annual appropriation by the Legislature.

Section 8. NON-ASSIGNMENT

This Agreement may not be assigned in whole or in part without the written approval of all parties. Any such assignment or attempted assignment shall be null and void.

Section 9. SEVERABILITY AND CHOICE OF VENUE

This Agreement has been delivered in the State of Florida. Florida law governs this Agreement, all agreements arising under or out of this Agreement, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Agreement unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Agreement. The Parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the Parties' transactions. By signing this Agreement, Charlotte County affirms that Charlotte County considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. Charlotte County will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 10. NO THIRD-PARTY RIGHTS

The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

Section 11. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement; including but not limited to any claim of quantum meruit.

Section 12. ENTIRE AGREEMENT; AMENDMENT

This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

COUNTY EXECUTION SIGNATURE	COMMISSION EXECUTION SIGNATURE
Board of County Commissioners of Charlotte County, Florida	Florida Fish and Wildlife Conservation Commission
Chairman (or Designee) Signature Joseph M. Tiseo	Executive Director (or Designee) Signature
Print Name Chairman	Print Name
Title	Title
Date <i>February 25, 2025</i>	Date

ATTACHMENTS

Attachments in this Agreement include the following:

- Attachment A, Project Maps

ATTEST:

Roger D. Eaton, Clerk of Circuit Court and
Ex-officio Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: *Janette S. Knowlton*
Janette S. Knowlton, County Attorney
LR24-0122 *JK*

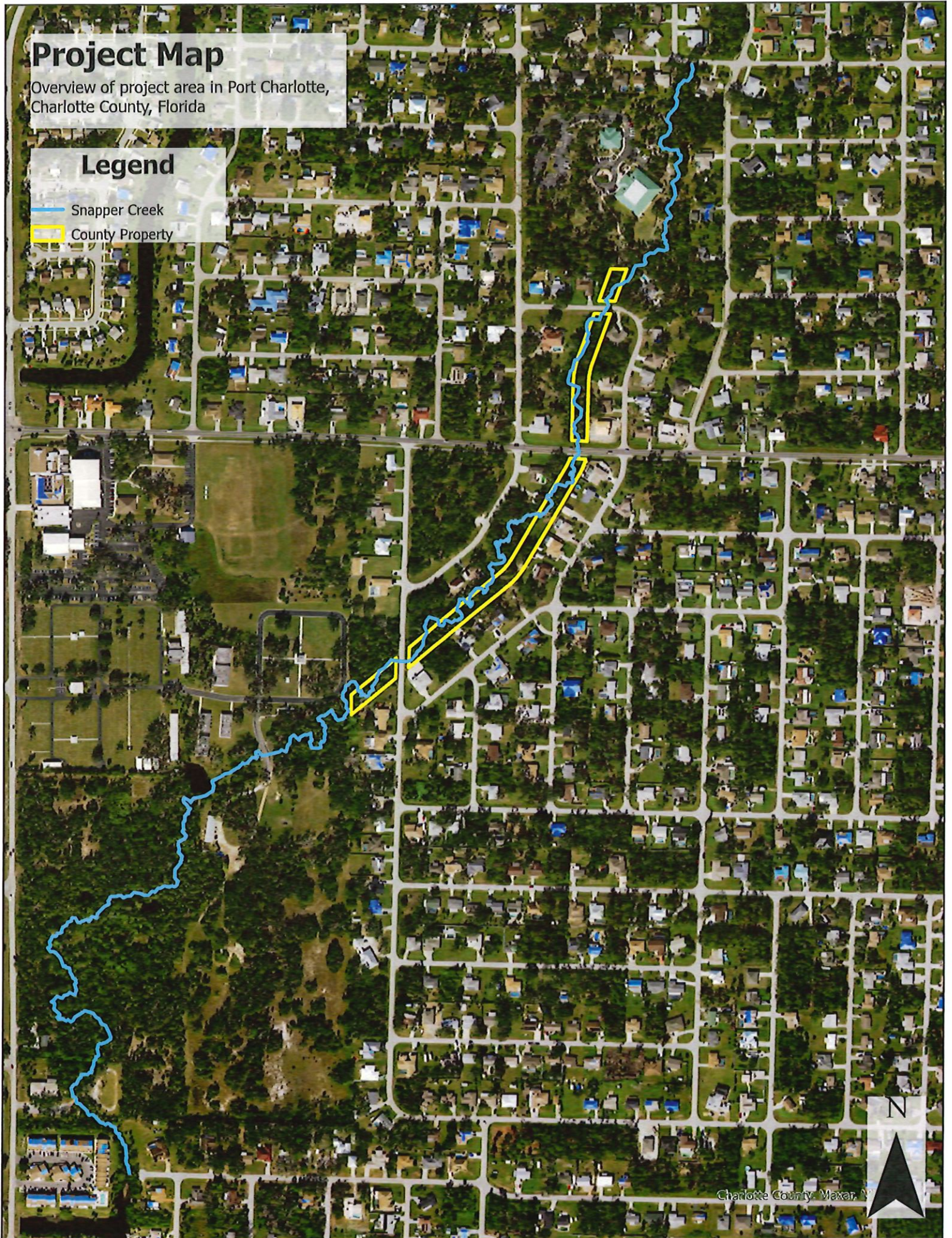
Project Map

Overview of project area in Port Charlotte,
Charlotte County, Florida

Legend

Snapper Creek

County Property



Project Map - Section 1

Section 1 of project area for invasive species removal and tree planting within 10ft buffer and on county property in Port Charlotte, Charlotte County, Florida

Legend

- Snapper Creek
- 10ft Buffer
- County Property

Mohawk Dr

Veronica St

Quesada Ave



Charlotte County, Maxar

Project Map - Section 2

Section 2 of project area for invasive species removal and tree planting within 10ft buffer and on county property in Port Charlotte, Charlotte County, Florida

Legend

- Snapper Creek
- 10ft Buffer
- County Property

Quesada Ave

Veronica St

Saliers St



Charlotte County, Maxar, FL